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14 UNITED STATES DISTRICT COURT  
15 NORTHERN DISTRICT OF CALIFORNIA  
16

17 DENNIS HART AND RON MILLER,	)	Case No.: C 07-05845 MMC
	)	
18 Plaintiffs,	)	JOINT CASE MANAGEMENT
	)	STATEMENT AND PROPOSED ORDER
19 v.	)	
	)	Date: March 7, 2008
20 CITY OF ALAMEDA,	)	Time: 10:30 a.m.
	)	Courtroom: 7
21 Defendant.	)	Judge: Hon. Maxine Chesney
	)	
	)	
	)	
	)	

24  
25 The parties to the above-entitled action jointly submit this Case Management Statement  
26 and Proposed Order and request the Court to adopt it as its Case Management Order in this case.

27 1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction is 29 U.S.C.  
28 Sec. 201 et seq. No issues exist regarding personal jurisdiction or venue. No parties remain to  
be served.

JOINT CASE MANAGEMENT STATEMENT AND PROPOSED ORDER

1       2. Facts:

2           a. Plaintiff's version

3           The Plaintiffs and all consenting parties are or were members of the Alameda  
4           Police Officers Association, which is the duly recognized employee organization  
5           representing the non-exempt, rank-and-file employees of the City of Alameda's  
6           Police Department. The terms and conditions of employment for the police  
7           officers and sergeants represented by the Association are set forth in a binding  
8           collective bargaining agreement, which includes an established forty (40) hour  
9           work period with paid leave time counting as hours worked. Plaintiffs and all  
10          consenting parties contend that the City has failed to properly calculate the  
11          "regular rate" of pay for overtime compensation, as that term is defined by  
12          Section 207(e) of the Fair Labor Standards Act, because the overtime rate fails to  
13          include the following specialty and premium pays: bilingual pay, call back pay,  
14          court time pay, field training officer pay, holiday-in-lieu pay, canine pay, and  
15          stand-by pay.

15          b. Defendant's version

16          Defendant asserts that its pay practices are in compliance with the FLSA.  
17          Defendant established a work period of 28 days. The exemption of 29 U.S.C.  
18          Sec. 207(k) applies.

18       3. Legal Issues:

19          Whether Defendant City of Alameda violated FLSA, and if so whether Plaintiffs are  
20          entitled to liquidated damages and an extension of the statute of limitations.

21       4. Motions: There are no prior motions. The parties anticipate bringing cross-motions for  
22          summary judgment and/or adjudication of issues.

23       5. Amendment of Pleadings: Plaintiffs anticipate amending the pleadings to include the  
24          non-sworn members of the Police Department who are also represented by the Alameda Police  
25          Officers Association.

26       6. Evidence Preservation: The City is retaining discoverable emails, voicemails, or other  
27          electronically recorded material.

28       7. Disclosures: Plaintiffs and Defendant both anticipate making the required initial  
disclosures in accordance with this Court's Case Management Order.

8. Discovery: After receiving and reviewing the required initial disclosures, the parties anticipate propounding written discovery, including interrogatories, document production requests and requests for admissions. The parties anticipate taking the depositions of three Defendant witnesses and two or more Plaintiff witnesses.

9. Class Actions: N/A.

10. Related Cases: None.

11. Relief: Plaintiffs seek unpaid back wages, liquidated damages, an extension of the statute of limitations, and attorney fees.

12. Settlement and ADR: There has been no ADR to date. The parties are willing to participate in court mediation.

13. Consent to Magistrate Judge for All Purposes: The parties do not consent.

14. Other References: The case is not suitable for reference to binding arbitration, a special master, or Judicial Panel on Multidistrict Litigation.

15. Narrowing of Issues: It may be possible to decide a legal issue by a dispositive motion.

16. Expedited Schedule: This is the type of case that cannot be handled on an expedited basis with streamlined procedures.

17. Scheduling: Plaintiff recommends that discovery be bifurcated into pre-ADR and post-ADR discovery, with Pre-ADR Discovery as follows:

- a. Document exchanges pursuant to the initial disclosures requirements;
- b. One set each of interrogatories, document production requests, and/or requests for admissions per party; and
- c. Limited depositions of three key witnesses for each party.

The parties anticipate that a post-ADR discovery plan consisting of that which is necessary to pursue either summary judgment and/or trial be discussed and proposed only if the alternative dispute process is unsuccessful. The plan will include a proposed date for designation of experts, discovery cutoff, hearing of dispositive motions, and pretrial conference and trial.

18. Trial: The case will be tried to a jury. The parties both estimate that this matter will last two trial days.

19. Disclosure of Non-party Interested Entities or Persons: The Alameda Police Officers Association.

20. Other Matters: None at this time.

1  
2 Date: February 28, 2008

\_\_\_\_\_  
/s/  
Attorney for Plaintiffs

3  
4 Date: February 28, 2008

\_\_\_\_\_  
/s/  
Attorney for Defendant

5  
6 CASE MANAGEMENT ORDER

7 The Case Management Statement and Proposed Order is hereby adopted by the Court as the  
8 Case Management Order for the case and the parties are ordered to comply with this Order.

9 In addition the Court orders:

10  
11 Date: \_\_\_\_\_

\_\_\_\_\_  
MAXINE CHESNEY  
United States District Court Judge